

MILITARY COOPERATION

Agreement signed at Havana June 19, 1942

Entered into force June 19, 1942

Expired October 28, 1952¹

1942 For. Rel. (VI) 267

AGREEMENT FOR MILITARY COOPERATION

The Republic of Cuba and the United States of America, desiring to conclude an Agreement for Military Cooperation, have appointed for this purpose as their respective plenipotentiaries:

The President of the Republic of Cuba, José Manuel Cortina, Minister of State,

The President of the United States of America, Spruille Braden, Ambassador Extraordinary and Plenipotentiary of the United States of America in Cuba,

Who, after having exchanged their full powers, found to be in due form, have concluded the following Agreement for Military Cooperation.

WHEREAS: The American Republics have reaffirmed their complete solidarity and their determination to cooperate for their mutual protection;

WHEREAS: The Governments of Cuba and of the United States of America are co-belligerents in a war against the Axis nations;

WHEREAS: The Governments of Cuba and of the United States of America are desirous of cooperating to the utmost in the prosecution of the war effort;

WHEREAS: The advanced training of aviation bombardment combat units within Cuban territory would contribute to the effective prosecution of the war and should at the same time provide a substantial measure of protection, hitherto lacking, for ocean shipping in waters adjacent to Cuba;

WHEREAS: The Governments of Cuba and of the United States of America have agreed to establish a heavy bombardment Operational Training and Combat Unit in the vicinity of San Antonio de los Baños in the Province of Habana;

¹ Six months after entry into force of treaty of peace with Japan (3 UST 3169; TIAS 2490).

WHEREAS: The full sovereignty of Cuba over the areas mentioned in this Agreement is not impaired in any manner, but is recognized and maintained;

WHEREAS: All fixed installations and facilities mentioned in this Agreement will upon the termination thereof revert to the Cuban Government, thus contributing to the achievement of the objective concerning airport development referred to in the Fourth Resolution of the Third Meeting of Ministers of Foreign Affairs of the American Republics held in Rio de Janeiro, Brazil, in January 1942;²

WHEREAS: For the establishment of the Operational Training and Combat Unit the Governments of Cuba and of the United States of America have agreed upon the following:

ARTICLE I

The Government of Cuba believes that certain areas in the vicinity of San Antonio de los Baños, in the Province of Habana, can be utilized for the establishment of a military zone for advanced aviation training, and to this end is disposed to make available (*aportar*) said lands to constitute a military war zone in which the Government of the United States is authorized to establish and operate a heavy bombardment Operational Training and Combat Unit, hereafter referred to as the Unit, with all its necessary equipment and facilities, to consist of American, and which may also include Royal Air Force (British), personnel. In accordance with this purpose areas of land shall be selected by studies undertaken by technical personnel of both Governments, and within said zone, for the duration of this Agreement, military jurisdiction shall be exercised, without prejudice to the sovereignty of Cuba, by the Government of the United States, and all services and base command in the zone shall be established and exercised by the Government of the United States, and all contact with the Cuban Government shall be maintained through channels of the Government of the United States directly or through the Embassy of the United States. Flying training standards and supervision may be British. The Cuban flag shall at all times be flown within said zone, in a principal place (*en sitio principal*), and the American and British flags may likewise be flown therein.

ARTICLE II: *Description of Unit*

The Unit is an institution which takes pilots, navigators, bombardiers, and flight engineers who have finished their individual training, and prepares them through final training for service on combat type aircraft. At the conclusion of this training they are immediately transferred to Units operating in combat areas. After completion of construction work in the zone, it is anticipated that the personnel of the Unit will total approximately 3,200. No

² For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 122.

personnel is given preliminary or other training in a Unit of this description, and untrained personnel therefore cannot be included in the advanced and final training activities of this Unit in Cuba.

Appreciating the desire of the Cuban Government and people to have Cuban pilots participate in the war effort, the Government of the United States declares its sympathy with this desire, and agrees that courses of training of this nature will be made available to Cuban pilots to the numerical extent that the Army Air Forces training command of the United States permits.

ARTICLE III

The Cuban Government will contribute and make available to the Government of the United States without cost the necessary land referred to in Article I, and moreover is disposed to contribute in addition, under the same conditions, one or two satellite fields that it may be necessary to establish in the general vicinity of the zone and which may be required in connection with the operations of the Unit, the land for these satellite fields being likewise contributed by the Government of Cuba without cost to the Government of the United States. Satellite fields are utilized in connection with the training and combat activities of the Unit and for emergency and instructional landings. The personnel to be stationed at the satellite fields of the Unit will total approximately thirty officers and men.

ARTICLE IV: *Free Entry*

Materials of all kinds, equipment, fuel, merchandise, and war supplies imported into the zone for exclusive use and consumption therein shall not be subject to payment of Cuban customs duties nor any other fees or charges. This privilege shall be extended to the personal effects of personnel of the United States Government attached to the zone and to goods consigned to United States authorities at the zone for the use of official institutions of said zone, under the control of said Government, such as post exchanges, commissaries, establishments and service clubs, for sale to the personnel of the zone. Appropriate administrative measures shall be taken by the United States authorities of the zone, in consultation with the Joint Military Commission for Coordination and Liaison hereinafter established, to prevent abuse of the privileges granted under this article.

ARTICLE V: *Taxation*

Members of the armed forces of the United States and civilian citizens of the United States attached to the zone and who serve it, relative to the construction and operation of the Unit by reason of such assignment shall be exempt from the payment of direct taxes to the Government of Cuba and its subdivisions, and also municipalities.

ARTICLE VI: *Shipping and Dock Facilities*

Vessels operated by the United States Government transporting material, equipment and supplies for the zone, as well as personnel of the Operational Training Unit, shall not be subject to payment of Cuban port, tonnage, anchorage or other fees, except that if a pilot is taken, pilotage shall be paid for at appropriate rates.

The Government of Cuba authorizes the Government of the United States to rent in its name suitable pier or dock facilities in Habana, together with storage space for cargo destined for or transported from the zone. The administration of such facilities may be undertaken by the Government of the United States, but in every case shall be subject to the existing laws and regulations of the Republic covering such piers, docks, and warehouses.

ARTICLE VII: *Use of Cuban Highways and Railroads*

Authorization is granted for the use of Cuban highways by United States Government transportation and the right to ship over existing railroads materials and supplies necessary for the construction, maintenance and supply of the zone.

The Government of the United States agrees to defray necessary expenses for the improvement and maintenance of roads mainly used by the United States forces, in an amount and form to be determined by mutual agreement.

No tax or fee shall be payable in respect of registration and licensing for use in Cuba of motor vehicles belonging to the Government of the United States or to the personnel of the Operational Training Unit.

ARTICLE VIII: *Communications*

Authorization is granted to the Unit by the Cuban Government for the establishment and operation of such military communications as may be essential solely for the functioning of the Unit.

ARTICLE IX: *Fugitives from Justice; Offenses Committed Outside the Zone*

Fugitives from justice charged with crimes or misdemeanors amenable to Cuban law taking refuge within the zone shall be delivered by the United States authorities on demand by duly authorized Cuban authorities. On the other hand, the Republic of Cuba agrees that fugitives from justice belonging to the personnel of the Unit who are charged with crimes or misdemeanors amenable to United States law committed within the said zone who are found or take refuge outside the zone, shall on demand be delivered up to the duly authorized United States authorities.

Any other case of a similar nature, not covered by this Agreement, shall be settled through consultation between the Ministry of State of Cuba and the Embassy of the United States in Habana.

ARTICLE X: *Postoffice Facilities*

The Government of the United States is authorized to establish a United States post office or offices within the zone for the exclusive use of personnel of the Unit.

ARTICLE XI: *Rights and Privileges Extended to British Personnel*

All rights and privileges authorized to personnel of the Unit who are citizens of the United States shall be likewise authorized with respect to British military personnel serving with the Unit and under the jurisdiction of the military authorities of the United States in the Unit.

ARTICLE XII: *Claims for Damages*

A joint commission of the Governments of Cuba and the United States shall be established to have jurisdiction over the settlement of all claims for damages to Cuban life or property which may result from aircraft or other accidents incident to the operation of the Unit.

ARTICLE XIII: *Duration of Agreement*

The authorizations contained in this Agreement for military wartime co-operation shall cover the period of the present war plus six months after the establishment of peace between the United States and the Axis powers.

ARTICLE XIV: *Transfer of Equipment and Facilities to the Cuban Government at the Termination of this Agreement*

At the termination of this Agreement, all the fixed installations and constructions of every kind placed by or on behalf of the United States Government during the life of this Agreement within the zone or within the satellite fields referred to in Article III shall be left in place and shall become the property of the Government of Cuba without cost.

ARTICLE XV: *Conditional Clause*

The Government of the United States agrees during the life of this Agreement not to sell, lend, lease or transfer material, articles, or property, use or possession of which has been obtained from the Government of Cuba through this Agreement, without the consent of the President of Cuba. Similarly, the Government of the United States agrees not to make available without the same consent to another nation the use of the information given or studies provided by the Government of Cuba (except to British officials or personnel who may be serving in the zone, when such information is pertinent to the necessary operations of the Unit).

The Government of the Republic of Cuba for its part agrees during the life of this Agreement not to sell, lend, lease or transfer materials, articles or

property, use or possession of which has been obtained from the Government of the United States through this Agreement, without the consent of the President of the United States. It also agrees not to make available, without the same consent, to another nation the use of the information given or studies provided by the Government of the United States.

ARTICLE XVI: *Secrecy of Agreement*

Because of the military character of this Agreement it shall be considered secret until such time as the Governments of Cuba and of the United States may mutually agree otherwise.³

ARTICLE XVII: *General Provisions and Establishment of Joint Military Commission for Coordination and Liaison*

The Governments of Cuba and the United States agree that they will act in mutual accord to adopt from time to time such supplementary revisions of this Agreement as may be necessary and indicated by experience to provide satisfactory procedure or regulations covering questions requiring further clarification or improvement, including matters pertaining to the protection of the rights and privileges of citizens of Cuba and of the personnel of the Unit.

In the above connection there shall be established a military commission for coordination and liaison to be composed of an equal number of officers of the Cuban and American Armies, the primary duties of which shall be the maintenance of necessary liaison and the facilitation of the most effective reciprocal cooperation between the Cuban Army and the United States Command in the Unit.

Signed at Habana, in duplicate, in the Spanish and English languages, this nineteenth day of June Nineteen Hundred and Forty-two.

J. M. CORTINA [SEAL]
*Minister of State of the
Republic of Cuba*

SPRUILLE BRADEN, III [SEAL]
*Ambassador of the United
States of America*

³ Classification changed to unrestricted by exchange of notes at Washington Jan. 18 and Feb. 17, 1947.